

Mental Health Funds Recovery Program (MHF2) for Non CMHC
SFY 2012 (July 1, 2011 – June 30, 2012)

SPECIAL CONDITIONS

1. The Contractor and the Indiana Family and Social Services Administration, Division of Mental Health and Addiction (DMHA) agree that the Contractor is responsible for performing certain administrative activities potentially eligible for reimbursement under the Mental Health Funds Recovery Program (hereinafter referred to as "Program").
2. Funding for the Program is available through Title XIX of the Social Security Act, commonly referred to as the "Medicaid Program", for certain administrative activities. Funding under the Program is available to providers who are certified as Managed Care Providers (MCPs) or Community Mental Health Centers (CMHCs) by the DMHA, subject to approval by the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS).
3. The Contractor acknowledges that the DMHA is responsible for the administration of the "Program," subject to the terms and conditions of a Memorandum of Understanding (MOU) between the DMHA and the Indiana Family and Social Services Administration, Office of Medicaid Policy and Planning (OMPP). OMPP is the Single State Agency responsible for the Administration of the Medicaid Program, the approved State Plan Amendment and the cost allocation plan. Therefore, the Contractor acknowledges that the "Program" is subject to the terms and conditions of the MOU, the approved State Plan Amendment, and the cost allocation plan and any changes thereto.
4. The Contractor understands and agrees that only those administrative activities that meet the activity definitions/descriptions specified in the Time Study Activity Codes, and Cost Allocation Plan submitted by the State and approved by CMS, and subject to Office of Management and Budget (OMB) Circular A-122 and 45 CFR Parts 74 and 95, all as may be amended from time to time, shall be eligible for reimbursement under the "Program".
5. The Contractor shall comply with applicable terms of all documents submitted by the State and approved by CMS in establishing and implementing the "Program", including but not limited to, the Cost Allocation Plan and time study methodology, and all applicable state and federal laws, regulations, policies and procedures, including any subsequent revisions thereto, governing reimbursement for administrative activities under the "Program". The contractor's administration of the "Program" must also comply with all applicable state and federal laws, regulations, policies and procedures, as well as governing reimbursement requirements and restrictions for administrative activities under the "Program", all as may be amended from time to time.
6. The DMHA entered into a contract with a Mental Health Funds Recovery "Program" Administrator to serve as the Contractor's fiscal agent. The DMHA and the Contractor understand and agree that under such contract the fiscal agent is authorized to submit claims and receive payments on behalf of the Contractor under the "Program", and perform all other functions necessary to seek reimbursement on Contractor's behalf under the "Program".
7. The Contractor agrees to enter into a contract with the entity DMHA has chosen to serve as the Mental Health Funds Recovery Program Administrator.
 - a. If the Contractor's agreement with the fiscal agent permits the fiscal agent to subcontract any part of its fiscal agent responsibilities, the Contractor agrees that it

would require the fiscal agent to remain ultimately and fully responsible to the DMHA for all fiscal agent responsibilities.

- b. The Contractor understands that the DMHA is under no obligation to resolve any disputes between the Contractor and the fiscal agent regarding disbursement of funds, repayment obligations or any other issues that may arise under the contract between the fiscal agent and the Contractor. Contractor agrees that issues arising under the Contract between the Contractor and the fiscal agent shall not be presented to the DMHA for resolution.
- 8. The Contractor also understands that, because the Contractor does not qualify as a "State, local or public agency," the Contractor is not eligible for enhanced Federal Financial Participation (FFP) pursuant to 42 CFR 433 for allowable administrative activities performed by any of its employees under the "Program".
- 9. The DMHA may certify the availability of the State match on behalf of the Contractor pursuant to 42 CFR 433.51, as follows:
 - a. The DMHA may identify an amount to be set aside and held as dedicated State match funds for the "Program" on behalf of the Contractor as the estimated portion of the State match for allowable activities under the "Program".
 - b. The total dollar amount claimed as FFP shall not exceed an amount for which State match is available and certified by the DMHA, if any, as specified above.
- 10. The Contractor assures and will certify to the DMHA that:
 - a. none of the expenditures in its claims are supported by federal funds; and
 - b. none of its claims duplicate any other federal claims for reimbursement, including claims for medical services under the Medicaid fee-for-service program.
- 11. In the event the DMHA is notified by the Office of Medicaid Policy and Planning (OMPP) that FFP will not be recognized by CMS, the Contractor and the DMHA agree to the following:
 - a. If the DMHA is notified by OMPP that CMS has issued a disallowance, the DMHA shall notify the Contractor's fiscal agent, by Certified Mail, that CMS has declined to accept the certification for purposes of FFP eligibility or that CMS has issued a disallowance, within fifteen (15) calendar days of receiving such notice from OMPP. The fiscal agent shall be responsible for notifying the Contractor of any disallowance.
 - b. The DMHA shall provide all information requested by CMS or the OMPP to support the certification.
 - c. The Contractor shall cause its fiscal agent, within fifteen (15) calendar days after receiving notice from the DMHA that CMS has declined to accept the certification for purposes of FFP eligibility, to deliver to the DMHA improperly paid funds in the amount determined by OMPP or CMS, notwithstanding any appeals. In the event the Contractor's fiscal agent fails to make payment in full during the fifteen (15) day period specified on the Contractor's behalf, interest shall accrue at the rate of, 1% monthly (.000329 per day) and shall accrue on the total amount due from the Contractor. The DMHA is entitled to immediately begin recouping any funds due against Contractor's current or future Medicaid claims under the "Program".

12. Claims for activities should be filed with the fiscal agent in accordance with the quarterly Open Space schedule.
13. All expenditure information necessary for claim completion shall be provided on standardized forms approved by the DMHA. If the Contractor fails to provide appropriate expenditure information to the fiscal agent within a timeframe sufficient to allow compliance with the above-specified deadlines, the Contractor forfeits all rights to reimbursement for that quarter.
14. Contractor must ensure that, as part of each claim submission, the fiscal agent provides the following records to the DMHA:
 - a. Claim certification as specified in paragraph 9.
 - b. The amount of reimbursement paid to the Contractor, including the total amount retained by the fiscal agent as a reserve under the "Program", in a format specified by the DMHA.
 - c. The total reimbursement and percent of total reimbursement by activity code under the "Program", in a format specified by the DMHA.
15. Contractor agrees that its Contract with its fiscal agent is incorporated by reference into this attachment. Contractor agrees to cause its fiscal agent to notify the DMHA of any changes to such Contract. The DMHA reserves the right to withhold or deny payment if any change to such Contract is contrary to the "Program" terms and conditions approved by the State or CMS.
16. The Contractor shall pay DMHA an amount equal to four percent (4%) of the total gross federal reimbursement received for allowable activities under the "Program". Such payments shall be made quarterly upon receipt of a bill from DMHA. No subsequent "Program" payment will be made until the quarterly amount is paid in full.
17. Contractor agrees to immediately cause its fiscal agent to repay to the DMHA all reimbursement received that later becomes the subject of a disallowance, deferral or audit exception by CMS. The provisions in subparagraphs 11.a. through c. concerning provision of information to the DMHA, timing of notices, delivery of funds to the DMHA notwithstanding any appeals, and payment of accrued interest, shall also apply in case of any disallowance or audit exception arising out of issues unrelated to certification.
18. The DMHA's obligation to reimburse the Contractor under the Agreement is contingent upon the availability of qualifying funds to certify the required match pursuant to 42 CFR 433.51 and the availability of FFP. This Agreement may be terminated by DMHA immediately upon DMHA making a determination that funds are not appropriated by the U.S. Congress or otherwise not available from the federal government or the DMHA to support continuation of the "Program".
19. Contractor agrees to make available, and cause its fiscal agent to make available to the DMHA and CMS, upon request, all records, including but not limited to, evidence of employment relationships with individuals performing reimbursable activities, attendance records and documentation of activities performed for individuals performing reimbursable activities under the "Program", listings of clients served, and Contractor financial records. The DMHA and CMS shall have the right to enter the Contractor's business premises to inspect and audit such records upon notification to the Contractor. The Contractor shall maintain all records related to this agreement for at least seven (7) years from the expiration or termination of this agreement.

20. Contractor agrees that its contract with the fiscal agent must require the fiscal agent to have an independent audit of the claims and claims processes under the "Program" performed annually by an independent auditor approved by the Indiana State Board of Accounts..

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